

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

EDWARD THOMAS KENNEDY,

Plaintiff,

v.

18 - 1270

Civil Action No. _____

JURY TRIAL DEMANDED

ASSURANT, INC., ALAN B. COLBERG,
in his official and individual capacities,
BART R. SCHWARTZ, in his official and
individual capacities, RICHARD S. DZIADZIO,
in his official and individual capacities,
EQUIFAX, INC., MARK BEGOR,
in his official and individual capacities,
JOHN J. KELLEY, in his official and individual
capacities, JOHN W. GAMBLE, in his official
and individual capacities, ERNST & YOUNG LLP
(Atlanta, Georgia), EY, and MARK A. WEINBERGER,
in his official and individual capacities,
PRICEWATERHOUSECOOPERS LLP (New York,
New York), PwC, KEVIN ELLIS, in his official
and individual capacities, MARGARET COLE,
in her official and individual capacities, KING & SPALDING
LLP, and ROYE COOPER COHEN BRAUNFELD LLC,

Defendants,

PLAINTIFF'S ORIGINAL COMPLAINT

INTRODUCTION

1. TAKE JUDICIAL COGNIZANCE of the following:
 - a. Edward Thomas Kennedy, Plaintiff, is one of the people and in the court of record, wishes and demands individual defendants, and/or their counsel, to reply and testify, affirm, and/or declare under penalty of perjury to this complaint.
 - b. Kennedy objects to the latin slang phrase "pro se" and requests CM/ECF access.
 - c. Through the courts, Kennedy encourages the government to obey the law.
 - d. Plaintiff Kennedy believes this complaint is unique and distinct.

FILED
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U.S. DISTRICT COURT
DISTRICT OF DELAWARE

JURISDICTION AND VENUE

2. This is a diversity matter, and this court of record has jurisdiction over diversity matters. Defendant Assurant, Inc. is incorporated in the state of Delaware in this court's district.

FIRST CAUSE OF ACTION – TRESPASS

PARTIES

3. Edward Thomas Kennedy, (hereinafter "Kennedy" or "Plaintiff") is one of the people of the Pennsylvania, and in this court of record complains of each of the following: Assurant, Inc., (28 Liberty Street, 41st Floor, New York, NY 10005). Bart R. Schwartz (Assurant, Inc. General Counsel), Alan B Colberg (Assurant, Inc., Chief Executive Officer), Richard S. Dziadzio (Assurant, Inc., Chief Executive Officer), Equifax, Inc., (1550 Peachtree Street, N.W., Atlanta, GA 30309). Mark Begor, (Equifax, Inc. Chief Executive Officer), and John J. Kelley (Equifax, Inc., Chief Legal Officer), John W. Gamble (Equifax, Inc., Chief Financial Officer), PricewaterhouseCoopers LLP, (300 Madison Ave, New York, NY 10017) (doing business as PwC),¹ Kevin Ellis (PwC Chairman), (PricewaterhouseCoopers LLP, 1 Embankment Place, London, WC2N 6RH) Margaret Cole (PwC General Counsel), (PricewaterhouseCoopers LLP, 1 Embankment Place, London, WC2N 6RH) PwC (PricewaterhouseCoopers LLP, 1 Embankment Place,

¹ PwC, a multinational professional services network headquartered in London, United Kingdom,

London, WC2N 6RH) Ernst & Young LLP (55 Ivan Allen Jr Blvd NW, Atlanta, GA 30308), EY (6 More London Place, London SE1), and Mark A. Weinberger² (CEO, EY), 5 Times Square, New York, NY 10036-6530), in his official and individual capacities, King & Spalding LLP, and Royer Cooper Cohen Braunfeld LLC, hereinafter "Bandit and/or "Defendant," and collectively "Bandits" and/or "Defendants," who are each summoned to answer and declare under penalty of perjury the said in a plea of trespass, trespass on the case, trespass on the case - vicarious liability, breach of contract, fraud, intentional infliction of emotional distress, bad faith, negligence, fraud - material omission, and contract fraud, to wit:

4. Each Bandit exceeded their jurisdiction by either directly, through an agent, or in concert with another did cause Kennedy to be unlawfully injured against his will, without jurisdiction or good cause. Said Bandits, without good cause, harmed Kennedy. Schwartz and Kelley, BAR Attorneys and attorneys from Defendants King & Spalding LLP, Royer Cooper Cohen Braunfeld LLC, trespassed on the Case in 5:18-cv-00214-JLS, United States District Court for the Eastern District of Pennsylvania.³

5. From the moment he was harmed till the present, Kennedy, under color of law, was kept in constructive financial imprisonment. Although he objected to the assumed jurisdiction, those who kept him financially imprisoned under color of law, Defendants did not respond to any of his claims, demands and requests for proof of jurisdiction or for

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<https://www.bloomberg.com/research/stocks/private/person.asp?personId=139549644&privcapId=97518>

³ Jesse Snyder, Austin Evans and Misty L. Peterson, Associates, employed at King & Spalding LLP, 1180 Peachtree Street, N.E. Atlanta, Georgia and Joshua Upin, Associate, employed at Royer Cooper Cohen Braunfeld LLC, 100 N 18th Street, Philadelphia, PA 19103.

reinstatement of his liberty or the return of stolen property from Kennedy. They continued to assume the jurisdiction without proof of jurisdiction or any attempt at proof of jurisdiction. Kennedy continues to be subject, under color of law, to the assumed jurisdiction, will and control of the Bandits.

SPECIFICS

6. SPECIFICS 6a to 6k are as follows:

a. Kennedy was a victim of Identity theft, and filed an Affidavit with the United States Federal Trade Commission on August 24, 2017, FTC report Number 87118403.

b. Equifax, Inc., admitted failure to protect Kennedy's private data.

c. Kennedy is injured by the failure of Equifax to protect private data, and filed an insurance claim, and as a policy holder of TrustedID by Equifax and its Identity Theft Insurance coverage (of up to one million dollars), on October 24, 2017 from American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami FL 33157, an insurance company owned by Defendant Assurant, Inc.

d. Said insurance company is owned by Defendant Assurant, Inc.

e. Kennedy was told by insurance agent for Equifax at Phone: 1-877-474-8273 that his claims adjuster was Barbara Lopez.

f. Kennedy complied with Identity Financial Fraud Reimbursement terms and conditions.

g. Said insurance company refused to comply with Kennedy's request for a copy of the policy.

h. Lopez and/or no one from the said insurance company contacted Kennedy to settle his claim.

i. Kennedy sued Equifax in US District Court Allentown and Kennedy believes this case is unique in court, defendants and cause(s) of action.

j. Exhibit 2 is signed by a United States Marshall, filed in case 5:18-cv-00214-JSL, and states on Form USM-285, Remarks 7-11-18, quote, " legal dept. had no info on a Barbara Lopez did not know who she was.

k. Barbara Lopez is licensed in the state of Florida as an insurance adjuster. See Exhibit 4, for Defendant Assurant, Inc.

7. Each Defendant acted in such a way, or failed to act in such a way, that Kennedy is deprived of his rights and his financial liberty. Each Defendant acted to deprive Kennedy of his liberty, especially his financial liberty, or each Defendant failed to act to prevent the loss by Kennedy and settlements of his claims. Further, each Defendant is a willing participant in concert with each of the remaining Defendants. At all times mentioned in this action each Defendant is the agent of the other, and in doing the acts alleged in this action, each is acting within the course and scope of said agency. The following paragraphs describe what the Bandits, under color of law, either acted or failed to act as obligated.

8. Each Defendant exceeded his jurisdiction under color of law. Each Defendant acted in concert with the remaining Defendants to affect the unlawful loss of privacy and financial liberty for Plaintiff Kennedy.

9. Defendants ignored Kennedy's claims, objections, and proceeded under color of law and ignored to investigate Kennedy's claims.

10. Defendants have a duty to not cause Plaintiff Kennedy to be harmed under color of law,

11. Further, Defendants have a duty to prove jurisdiction when objection to jurisdiction is asserted.

12. Defendants have breached that duty. Defendants have breached their fiduciary duty to Kennedy.

13. The damages for the injury caused by Defendants' actions are \$1,000 for each day of unlawful behaviors for each Defendant, or \$1,000,000.00 from each Defendant, whichever is greater;

14. The damages for the injury caused by Defendant's' absence of required action is \$5,000 for each failure to act, or \$5,000,000.00 from each Defendant, whichever is greater;

SECOND CAUSE OF ACTION – TRESPASS ON THE CASE

15. Paragraphs 1 through 14 are included by reference as though fully stated herein.

16. By right, Kennedy reasonably expects to proceed without injury, secure in his capacities. By right, Kennedy reasonably expects to exercise his right to liberty.

17. Defendants have a legal duty to use due care and not cause an injury to Plaintiff Kennedy or interfere with said rights in any way.

18. Defendants breached that duty by proximately or legally, directly and indirectly, causing the injuries to Plaintiff Kennedy.

19. The damages claimed are all a result of the injuries.

THIRD CAUSE OF ACTION – TRESPASS ON THE CASE -VICARIOUS LIABILITY

20. Paragraphs 1 through 19 are included by reference as though fully stated herein.

21. Power is never without responsibility. And when authority derives in part from Government's thumb on the scales, the exercise of that power by private persons becomes closely akin, in some respects, to its exercise by Government itself.

22. The purpose of imposing vicarious liability is to insure the costs of injuries resulting from defective actions are placed on the source of the actions and others who make the actions possible rather than on injured persons who are powerless to protect themselves. For a Defendant to be vicariously liable it must play an integral and vital part in the overall production and promotion activity so that the actor is in a position to affect others or, at the very least, it must provide a link in the chain of exposing the ultimate victim to the actor. The vicariously liable Defendant must be in the business of controlling, leasing, bailing, or licensing the actors.

23. Each Defendant is an agent of the other, and each has his place in the chain of exposing Plaintiff Kennedy to the actors. Each Defendant is vicariously liable for each instance of injury to Plaintiff.

FOURTH CAUSE OF ACTION – BREACH OF CONTRACT

24. Paragraphs 1 through 23 are included by reference as though fully stated herein.

25. Elements for a claim of breach of contract in this court of record are as

follows:

- a. Valid contract (offer, acceptance, consideration) exists between Plaintiff and Defendant;
- b. Defendant breached the contract or failed to render performance when it became due;
- c. Defendant's breach or failure of performance was unexcused;
- d. All conditions precedent to Defendant's duty to perform were fulfilled by Plaintiff or were excused;
- e. Plaintiff was damaged by the breach;
- f. Causation and damages were a foreseeable consequence of a particular breach.

26. Kennedy wishes Defendants to not breach their fiduciary duty to Kennedy.

27. Kennedy wishes Defendants to not breach their oaths of offices.

28. The business models of Assurant, Inc. and Equifax, Inc. are based on a foundation of deceptions, lies and fraud.

29. The damages claimed are all a result of the injuries.

FIFTH CAUSE OF ACTION - FRAUD

30. Paragraphs 1 through 29 are included by reference as though fully stated herein.

31. Equifax, Inc. colluded with its customer, the Internal Revenue Service, to injure Kennedy.⁴

32. The damages claimed are all a result of the injuries.

SIXTH CAUSE OF ACTION – INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

33. Paragraphs 1 through 32 are included by reference as though fully stated herein.

⁴ Sen. Kennedy Grills Former Equifax CEO on Data Breach, lin here:
<https://www.youtube.com/watch?v=Q5SzyrUx38I&index=19&list=WL&t=0s>

34. The tort of intentional infliction of emotional distress has four elements: (1) the Defendant must act intentionally or recklessly; (2) the Defendant's conduct must be extreme and outrageous; and (3) the conduct must be the cause (4) of severe emotional distress.

35. The said four elements of intentional infliction of emotional distress are satisfied.

36. The damages claimed are all a result of the injuries.

SEVENTH CAUSE OF ACTION – BAD FAITH

37. Paragraphs 1 through 36 are included by reference as though fully stated herein.

38. Bad faith is a concept defined primarily by court decisions in case law.

39. Defendants Assurant, Inc. and Equifax, Inc. refused to handle Kennedy's claims, refused to invest Kennedy's claims, refused to make a reasonable settlement offer, and refused to provide Kennedy with a copy of the insurance policy.

40. Equifax, Inc. failed to encrypt Plaintiff's private data as a business strategy to sell Plaintiff data protection insurance.⁵

41. The damages claimed are all a result of the injuries.

EIGHTH CAUSE OF ACTION – NEGLIGENCE

42. Paragraphs 1 through 41 are included by reference as though fully stated herein.

⁵ EQUIFAX IS MAKING MONEY OFF ITS OWN SCREW UP, link here: <https://www.youtube.com/watch?v=aWsnAmhUoHE&index=17&list=WL&t=0s> and Senator Elizabeth Warren Speaks on the Equifax Hack, link here: <https://www.youtube.com/watch?v=dx0yjpb83g&index=21&list=WL&t=0s>

43. Ex-Equifax CEO Smith waited to tell public about breach.⁶

44. In tort law, negligence is a distinct cause of action.

45. The Restatement (Second) of Torts defines negligence as “conduct that falls below the standard established by law for the protection of others against unreasonable risk of harm.”

46. Negligence in this court of record consists of five elements, including the following: (1) a duty of care owed by the Defendant to the Plaintiff; (2) a breach of that duty; (3) an actual causal connection between the Defendant’s conduct and the resulting harm; (4) proximate cause, which relates to whether the harm was foreseeable; and (5) damages resulting from the Defendant’s conduct.

47. The damages claimed are all a result of the injuries.

NINTH CAUSE OF ACTION – FRAUD - MATERIAL OMISSION

48. Paragraphs 1 through 47 are included by reference as though fully stated herein.

49. Defendants injured Kennedy by fraud, material omission. Securities and Exchange Commission Rule 10b-5, codified at 17 C.F.R. 240.10b-5, targets securities fraud promulgated by the U.S. Securities and Exchange Commission, pursuant to its authority granted under § 10(b) of the Securities Exchange Act of 1934. The rule 7 prohibits any act or omission resulting in fraud or deceit in connection with the purchase or sale of any security. The issue of insider trading is given further definition in SEC Rule 10b5-1.⁷

⁶ <https://www.youtube.com/watch?v=6macWtf5QHQ&index=10&list=WL&t=0s>

⁷ see also Ex-Equifax CEO Richard Smith: Gen. Counsel Didn’t Know It Was A Breach When He Cleared Stock | CNBC link here:
<https://www.youtube.com/watch?v=j5Z2c2J8lcI&index=3&list=WL&t=0s>

50. Kennedy was injured as a result of Defendant's fraud, material omission. Securities and Exchange Commission Rule 10b-5.

51. The damages claimed are all a result of the injuries.

TENTH CAUSE OF ACTION – CONTRACT FRAUD

(no implied covenant of good faith and fair dealing).

52. Paragraphs 1 through 43 are included by reference as though fully stated herein.

53. Under United States law, insurance companies owe a duty of good faith and fair dealing to those they insure.

54. This duty is often referred to as the "implied covenant of good faith and fair dealing" which automatically exists by operation of law in every insurance contract.

55. Defendants injured Kennedy by contract fraud, specifically no implied covenant of good faith and fair dealing.

56. Kennedy was injured as a result of Defendants fraud.

57. The damages claimed are all a result of the injuries.

LAW OF THE CASE

58. Exhibit "1" is incorporated by reference as though fully stated herein. The date of the claim is the date of the hearing. Statutes and codes shall be the rules of decision as long as they are not in conflict with the common law.

REQUEST FOR RELIEF

59. For that cause of action therefore Plaintiff brings his suit.

60. WHEREFORE, Plaintiff prays judgment against Defendants, and each of them, as follows:

On all causes of action:

61. That the court Order each defendant to compensate Kennedy with punitive damages, upon proper motion;

62. For general damages in the sum of \$1,000 for each day of unlawful behaviors for each Defendant, or \$1,000,000.00 from each Defendant, whichever is greater;

63. For damages for the injury caused by Defendant's' absence of required actions of \$5,000 for each failure to act; or \$5,000,000.00 from each Defendant, whichever is greater;

64. That the court enter a declaratory judgment that Defendants have acted arbitrarily and capriciously, have abused their discretion and have acted not in accordance with law, but under color of law, and compensate Kennedy with the maximum policy coverage of one million US dollars (\$1,000,000.00).

65. That the court enter a declaratory judgment that Defendants have acted contrary to constitutional right, power or privilege;

66. That the court enter a declaratory judgment that Defendants' actions were in excess of statutory jurisdiction, authority and short of statutory right;


67. That the court permanently enjoin Defendants from interfering in any way with Kennedy's lawful rights and provide him with remedy;

68. That the court permanently enjoin Defendants from interfering in any way with Kennedy's lawful rights and honor their fiduciary duty to Kennedy;

- 69. That the court grant such, other and further relief as the court deems proper;
- 70. For interest as allowed by law;
- 71. For costs of suit incurred;
- 72. That the court grant Kennedy's attorney fees;
- 73. That the court Order each defendant to compensate Kennedy \$1,000,000.00 for injury and damages under Sixth Cause of Action – Intentional infliction of emotional distress;

74. I, Edward Thomas Kennedy, declare under penalty of perjury that the foregoing facts are true and correct to the best of my knowledge.

Date: August 18, 2018



Edward Thomas Kennedy
401 Tillage Road
Breinigsville, Pennsylvania
Telephone: 415-275-1244.
Fax: 570-609-1810.
E: kennedy2018@alumni.nd.edu.
E: pillar.of.peace.2017@protonmail.com.

Attachments:

- Exhibit 1, Law of the Case. (nine pages)
- Exhibit 2, Form USM-285, states on Remarks 7-11-18, quote, " legal dept. had no info on a Barbara Lopez did not know who she was. (one page)
- Exhibit 3, Defendant Barbara Lopez is licensed in the state of Florida as an insurance adjuster for Defendant Assurant, Inc. (one page).

Exhibit 1

LAW OF THE CASE

1. Statutes and codes shall be the rules of decision as long as they are not in conflict with the common law. (See the use of dictionaries in the Supreme Court of the United States, by Kevin Werbach Looking It Up: The Supreme Court's Use of Dictionaries in Statutory and Constitutional Interpretation (1994)).

2. In a court of record, a judge has no discretion. Discretion is reserved to the independent tribunal. When the word "law" is used without qualification, it means common law. An "attorney at law" means one who practices common law. (notwithstanding the fact that modern attorneys ignore the subject). An "attorney in equity" is one who practices before an equity court.

3. Absolute Judicial immunity is a myth. A Judge does not have absolute immunity. Judicial immunity does not apply when the following conditions exist:

- a. when he is performing a non-judicial act, or
- b. when he acts in the complete absence of all jurisdiction.

4. Statutes are expressions of will from the legislature. To maintain confusion, Bar members append the word "law" to it. Naturally, one is supposed to then believe that statutory law is the same as and equal to common law (it isn't!). There is no legislative foundation for any Bar member to "practice" law.

5. Codes are nothing more than a collection of statutes and other rules arranged by subject instead of being arranged by date. Law beats statutes; statutes beat codes.

6. The California 1879 Constitution defines all California courts to be courts of record.

7. Commonwealth of Pennsylvania maintains confusion and deception with multiple versions of its Constitution. Commonwealth of Pennsylvania has had five versions of constitutions 1776, 1790, 1838, 1874, and 1968. See John J. Kennedy, Pennsylvania Government and Politics, 1st Edition, Cognella publisher, 2018. Chapter 3, pages 79 to 90.)

8. "Whereas it is essential, if man is not to be compelled to have recourse, as a last resort, to rebellion against tyranny and oppression, that human rights should be protected by the rule of law," (Preamble - Universal Declaration of Human Rights)

9. Nisi Prius is defined as: "a court where civil actions are tried by a single judge sitting with a jury, as distinguished from an appellate court." This means the nisi prius court is a Trial Court which of course is where the facts of a case are discovered. A nisi prius court is a "court of no record," but a record is kept in a trial court. The mere keeping of a record does not qualify any court to be a court of record.

10. Black's Law Dictionary, Fifth Edition, contributes to the confusion by listing only two of the four requirements for a court to qualify as a court of record. For the full explanation, see <https://www.1215.org/lawnotes/lawnotes/courtrec.htm>.

11. In California, all courts are named as courts of record. However, if in an individual case they are not operated as courts of record, then they don't qualify as such. It takes more than a name to make a court of record. Even though a court may be keeping a record, it is a court of no record if it does not conform to the remaining three requirements for a lawful court of record.

12. A court of record is a court which must meet the following criteria:

1. generally has a seal
2. power to fine or imprison for contempt
3. keeps a record of the proceedings
4. proceeding according to the common law (not statutes or codes)
5. the tribunal is independent of the magistrate (judge)

Note that a judge is a magistrate and is not the tribunal. The tribunal is either the sovereign himself, or a fully empowered jury (not paid by the government).

13. Black's Law Dictionary's omissions are subtle but one can recombine the information and get to the real meaning of terms such as "nisi prius".

14. "Nisi prius" is a Latin term. Individually, the words mean thus: "Prius" means "first." For example, "Prius vitiis laboravimus, nunc legibus" means "We labored first with vices, now with laws." Quoted from Black's Law Dictionary, Fifth Edition. "Nisi" means "unless." Quoting from B.L.D., 5th Ed.: "The word is often affixed as a kind of elliptical expression, to the words 'rule,' 'order,' 'decree,' 'judgment,' or 'confirmation,' to indicate that the adjudication spoken of is one which is to stand as valid and operative unless the party affected by it shall appear and show cause against it, or take some other appropriate step to avoid it or procure its revocation."

15. "Nisi prius court" is a court which will proceed unless a party objects. The agreement to proceed is obtained from the parties first.

16. It is a matter of right that one may demand to be tried in a court of record. By sheer definition, that means that the court must proceed according to the common law (not the statutory law). The only way that a court can suspend that right is by the prior agreement of the parties.

17. For tactical reasons, Commonwealth of Pennsylvania and/or the state and/or State, prefers to proceed according to statutory law rather than common law. The only way it can do that is to obtain the prior agreement from the parties. That is the primary (but hidden) purpose of the arraignment procedure.

18. During arraignment choices for pleading are only guilty, not guilty, nolo contendere, but all three choices lead to the same jurisdiction, namely a statutory jurisdiction, not a common law jurisdiction. That is to say, the question to be decided is whether or not the statute was violated, not whether the common law was violated.

19. The dictionary does not lie in its definition of a nisi prius court but it does omit some important information. Namely, that it is a court that has been set up by prior agreement assumed because when the three statutory options [guilty, not guilty, nolo contendere] were presented to the defendant he chose one. He thus failed to enforce his right to be prosecuted in a court of record.

20. Once the agreement (as evidenced in the arraignment proceeding) has been secured, the court proceeds under statutory authority. Now the court ceases to be a court of record and becomes a court of no record by prior lack of objection, i.e. by prior agreement implied by failure to object.

21. Naturally, after securing the agreement, a nisi prius court can move on to examine the facts with a judge and jury, etc. etc.

22. The criminal court is an inferior court because it is operating according to special rules (criminal code) and not according to the common law. Even if its name is "Superior Court of" it is still an inferior court so long as it is operating according to some code or statutes rather than the common law. On the other hand, a court of record, so long as it meets the criteria, is a true superior court. *The decisions and proceedings of an inferior court are not presumed to be valid.* The inferior court can be sued in a superior court (that's called a "collateral attack"). In other words, the superior court (court of record) out ranks the inferior court not of record."

23. Government Manipulation of Language. The first "trick" of the Government is the re-definition of certain critical words in each Statute (Act) The Government assumes the ordinary meaning of the word so as to trick the public into reading and interpreting the Statute in their favour. Here is a summary of some of the Trick Words. Two keywords that are re-defined in almost every Statute are the words "person" and "individual". There are at least two "person" in law: A natural-person is a legal entity for the human-being.

An artificial-person is a legal entity that is not a human being. (Here are the exact definitions from Barron's Canadian Law Dictionary, fourth edition (ISBN 0-7641-0616-3): natural person. A natural person is a human being that has the capacity for rights and duties. artificial person. A legal entity, not a human being, recognized as a person in law to whom certain legal rights and duties may attached - e.g. a body corporate.)

24. The natural-person has the "capacity" (i.e. ability) for rights and duties, but not necessarily the obligation. The artificial-person has rights and duties that may be attached (i.e. assigned) by laws.

25. The second "trick" of the Government is to use the Interpretation Act to define words that apply to all Statutes, unless re-defined within a particular Statute. Without this knowledge, one could assume the ordinary meaning for the words one is reading, not realizing that they may have been defined by the Interpretation Act. Unless these words have been re-defined in another Statute, the underlying definitions for the two most important words still apply, either from the Interpretation Act, or the Canadian Law Dictionary. Basically, they are defined as follows:

- a. from the Canadian Law Dictionary one can find that:
individual means a natural person,
- b. from the Income Tax Act find the re-definition:
individual means an artificial person.
- c. from the Canadian Law Dictionary find that:
person means an individual (natural person) or incorporated group (artificial person),
- d. from the Interpretation Act find the re-definition:
person means a corporation (an artificial- person),
- e. from the Income Tax Act find the re-definition again:
person means an artificial person (amongst other things).

26. In the Canadian Human Rights Act, one can see how individual and person are used and how they are applied to natural and artificial persons.

27. The third "trick" of the Government is to use the word "includes" in definitions instead of using the word "means". They do this in some critical definitions that they want misinterpreted. If they used "means" instead of "includes" then their deception would be exposed, but by using "includes" they rely upon the reader to assume that "includes" expands the definition, whereas in reality it restricts the definition in the same manner that "means" restricts the definition.

28. Here is a means definition of the word "person" from the Bank Act:
person means a natural person, an entity or a personal representative;

29. Here is an includes definition of the word "person" from the Interpretation Act:
person, or any word or expression descriptive of a person, includes a corporation
To expose their deception, substitute the word means or any word or expression descriptive of a person, means a corporation (viz. artificial-person)

30. Both "means" and "includes" are restrictive in scope because they only encompass part of the whole. Typically they are used in the following form:
person means A or B or C (and nothing else).
person includes A and B and C (and nothing else).

31. From the above example, one sees the logical difference. The list that follows means is constructed using "or", whereas the list that follows includes is constructed using "and".

32. There is a Legal Maxim that supports the restriction of "includes" which is as follows: *Inclusio unius est exclusio alterius*. The inclusion of one is the exclusion of another. The definition of the word include is key to understanding the potential loss of the natural-person. This is the major trick used by the Government in an attempt to take away natural-person rights. Unless this is known one voluntarily forfeits rights.

33. The fourth "trick" of the Government is to modify how the word "includes" is used in order to make an expansion in the definition when such expansion is required. This "trick" helps add confusion to the use of "includes" convincing most readers that "includes" should always be expansive rather than limiting. Here are some legitimate ways in which "includes" is modified to become expansive rather than restrictive:

- also includes
- and includes
- includes, without limitation,
- including
- including but not limited to

34. The expansive definitions usually take the following form:
person means A or B or C and includes D. (A,B, C and D). However, there is also a possibility that "and includes" is restrictive in some constructions. There are some people investigating this possibility right now. Their logic is demonstrated by the following example of a definition that states: province means a province of Canada and includes Ontario and Quebec.

So, if one presumes that "and includes" does provide expansion then one must ask why Ontario and Quebec had to be specifically mentioned when they are already part of a so-called province.

35. The above construction clearly defines the scope of what is meant by province, that is a province of Canada (it does not say which one), and includes only Ontario and Quebec (compiled from a list of two from the original scope of all provinces). In this construction means provides the scope of the definition and includes provides the list of what is actually included in the definition.

36. The foregoing analysis is one interpretation, but is not the only interpretation. The use of "includes" in statutory definitions can be argued both ways and is the backbone of understanding interpretations.

37. With the presumption that "and includes" is restrictive, then we must take a very close look at the following definition, taken from the Interpretation Act:
province means a province of Canada and includes the Yukon Territory, the Northwest Territories and Nunavut .

38. With this presumption what is stated is: unless another statute re-defines province, the default definition of province only includes the Yukon Territory, the Northwest Territories and Nunavut.

39. So in order to not become absurd, we must allow for "and includes" to be expansive, however more work needs to be done on this subject before placing the last nail in the coffin, so to speak.

40. Barron's Canadian Law Dictionary does not provide definitions for "include" or "means" therefore we have to look in the next source for the definitions.

41. From Black's Law Dictionary, fourth edition, here is the definition for the word "include":

include. To confine within, hold as in an inclosure, take in , attain, shut up, contain, inclose, comprise, comprehend, embrace, involve. Including may, according to context, express an enlargement and have the meaning of and or in addition to, or merely specify a particular thing already included within general words heretofore used.

inclose. To surround; to encompass; to bound; fence, or hem in, on all sides.

It is stated in the above definition that the verb include is clearly restrictive and only has limited scope. On the other hand the participle,including (but not limited to) enlarges the scope.

42. Therefore the conclusion is that when used in a definition, include does not expand the existing definition of the word it is attempting to define.

43. It is easy to be confused because one naturally assumes the existing definition of the word, then assume include means to add this new interpretation to the existing assumed definition of the word. Our assumptions fail us in this case.

44. For the Doubting Thomas: If one looks into any statute, one will be able to find a definition that uses the word includes and attempts to broaden the scope of that word to include the ordinary meaning, finda that the statute will break down because it will not be able to support the inclusion of the ordinary meaning of the word.

45. The breakdown usually occurs when slavery is invoked.

46. Courts may be classified and divided according to several methods, the following being the more usual: COURTS OF RECORD and COURTS NOT OF RECORD.

47. The former being those whose acts and judicial proceedings are enrolled, or recorded, for a perpetual memory and testimony, and which have power to fine or imprison for contempt. Error lies to their judgments, and they generally possess a seal.

48. Courts not of record are those of inferior dignity, which have no power to fine or imprison, and in which the proceedings are not enrolled or recorded. See 3 Bl. Comm. 24; 3 Steph. Comm. 383; *The Thomas Fletcher*, C.C.Ga., 24 F. 481; *Ex parte Thistleton*, 52 Cal 225; *Erwin v. U.S.*, D.C.Ga., 37 F. 488, 2 L.R.A. 229; *Heininger v. Davis*, 96 Ohio St. 205, 117 N.E. 229, 231.

49. A "court of record" is a judicial tribunal having attributes and exercising functions independently of the person of the magistrate designated generally to hold it, and proceeding according to the course of common law, its acts and proceedings being enrolled for a perpetual memorial. See *Jones v. Jones*, 188 Mo.App. 220, 175 S.W. 227, 229; *Ex parte Gladhill*, 8 Metc. Mass., 171, per Shaw, C.J. See, also, *Ledwith v. Rosalsky*, 244 N.Y.

50. CONFIRMATIO CARTARUM, October 10, 1297, By Edward, King of England, reaffirms that the Magna Carta may be pleaded as the Common Law before a court. This links the Magna Carta to the Common Law. The U.S. Constitution guarantees one's access to the Common Law, i.e. the Magna Carta. (See "Sources of Our Liberties" Edited by Richard L. Perry, American Bar Foundation; distributed by Associated College Presses, 32 Washington Place, New York 3, New York.).

51. The Constitution guarantees to every state a Republican form of government (Art. 4, Sec. 4).

52. No state may join the United States unless it is a Republic. Our Republic is one dedicated to "liberty and justice for all." Minority individual rights are the priority. The people have natural rights instead of civil rights. The people are protected by the Bill of Rights from the majority. One vote in a jury can stop all of the majority from depriving any one of the people of his rights; this would not be so if the United States were a democracy.

53. The definition of sovereignty retains the meaning it had at the time the US Constitution was formed. Who is the Tribunal? Answer: The sovereign, the ultimate Judge.

54. ...at the Revolution, the sovereignty devolved on the people; and they are truly the sovereigns of the country, but they are sovereigns without subjects...with none to govern but themselves..... [CHISHOLM v. GEORGIA (US) 2 Dall 419, 454, 1 L Ed 440, 455 @DALL (1793) pp 471-472.]

55. The very meaning of 'sovereignty' is that the decree of the sovereign makes law. [American Banana Co. v. United Fruit Co., 29 S.Ct. 511, 513, 213 U.S. 347, 53 L.Ed. 826, 19 Ann.Cas. 1047.]

56. Where rights secured by the Constitution are involved, there can be no rulemaking or legislation which would abrogate them. [Miranda v. Arizona, 384 US 436, 491.]

57. There can be no sanction or penalty imposed upon one because of this exercise of constitutional rights. [Scherer v. Cullen, 481 F 946.]

58. Republican government. One in which the powers of sovereignty are vested in the people and are exercised by the people, either directly, or through representatives chosen by the

people, to whom those powers are specially delegated. [In re Duncan, 139 U.S. 449, 11 S.Ct. 573, 35 L.Ed. 219; Minor v. Happersett, 88 U.S. (21 Wall.) 162, 22 L.Ed. 627." Black's Law Dictionary, Fifth Edition, p. 626.]

59. The Commonwealth of Pennsylvania is an inseparable part of the United States of America, and the United States Constitution is the supreme law of the land.see Pennsylvania Constitution, all versions.

60. This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby; any Thing in the Constitution or Laws of any State to the Contrary notwithstanding. [Constitution for the United States of America, Article VI, Clause 2.]

61. Conspiracy against rights: If two or more persons conspire to injure, oppress, threaten, or intimidate any person in any State, Territory, Commonwealth, Possession, or District in the free exercise or enjoyment of any right or privilege secured to him by the Constitution or laws of the United States, or because of his having so exercised the same; or If two or more persons go in disguise on the highway, or on the premises of another, with intent to prevent or hinder his free exercise or enjoyment of any right or privilege so secured - They shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse or an attempt to commit aggravated sexual abuse, or an attempt to kill, they shall be fined under this title or imprisoned for any term of years or for life, or both, or may be sentenced to death. [18, USC 241]

62. Deprivation of rights under color of law: Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States, or to different punishments, pains, or penalties, on account of such person being an alien, or by reason of his color, or race, than are prescribed for the punishment of citizens, shall be fined under this title or imprisoned not more than one year, or both; and if bodily injury results from the acts committed in violation of this section or if such acts include the use, attempted use, or threatened use of a dangerous weapon, explosives, or fire, shall be fined under this title or imprisoned not more than ten years, or both; and if death results from the acts committed in violation of this section or if such acts include kidnapping or an attempt to kidnap, aggravated sexual abuse, or an attempt to commit aggravated sexual abuse, or an attempt to kill, shall be fined under this title, or imprisoned for any term of years or for life, or both, or may be sentenced to death. [18, USC 242]

63. COURT. The person and suit of the sovereign; the place where the sovereign sojourns with his regal retinue, wherever that may be. [Black's Law Dictionary, 5th Edition, page 318.]

64. COURT. An agency of the sovereign created by it directly or indirectly under its authority, consisting of one or more officers, established and maintained for the purpose of hearing and determining issues of law and fact regarding legal rights and alleged violations thereof, and of applying the sanctions of the law, authorized to exercise its powers in the course of law at times

and places previously determined by lawful authority. [Isbill v. Stovall, Tex.Civ.App., 92 S.W.2d 1067, 1070; Black's Law Dictionary, 4th Edition, page 425]

65. COURT OF RECORD. To be a court of record a court must have four characteristics, and may have a fifth. They are:

A. A judicial tribunal having attributes and exercising functions independently of the person of the magistrate designated generally to hold it [Jones v. Jones, 188 Mo.App. 220, 175 S.W. 227, 229; Ex parte Gladhill, 8 Metc. Mass., 171, per Shaw, C.J. See, also, Ledwith v. Rosalsky, 244 N.Y. 406, 155 N.E. 688, 689][Black's Law Dictionary, 4th Ed., 425, 426]

B. Proceeding according to the course of common law [Jones v. Jones, 188 Mo.App. 220, 175 S.W. 227, 229; Ex parte Gladhill, 8 Metc. Mass., 171, per Shaw, C.J. See, also, Ledwith v. Rosalsky, 244 N.Y. 406, 155 N.E. 688, 689][Black's Law Dictionary, 4th Ed., 425, 426]

C. Its acts and judicial proceedings are enrolled, or recorded, for a perpetual memory and testimony. [3 Bl. Comm. 24; 3 Steph. Comm. 383; The Thomas Fletcher, C.C.Ga., 24 F. 481; Ex parte Thistleton, 52 Cal 225; Erwin v. U.S., D.C.Ga., 37 F. 488, 2 L.R.A. 229; Heining v. Davis, 96 Ohio St. 205, 117 N.E. 229, 231]

D. Has power to fine or imprison for contempt. [3 Bl. Comm. 24; 3 Steph. Comm. 383; The Thomas Fletcher, C.C.Ga., 24 F. 481; Ex parte Thistleton, 52 Cal 225; Erwin v. U.S., D.C.Ga., 37 F. 488, 2 L.R.A. 229; Heining v. Davis, 96 Ohio St. 205, 117 N.E. 229, 231.][Black's Law Dictionary, 4th Ed., 425, 426]

E. Generally possesses a seal. [3 Bl. Comm. 24; 3 Steph. Comm. 383; The Thomas Fletcher, C.C.Ga., 24 F. 481; Ex parte Thistleton, 52 Cal 225; Erwin v. U.S., D.C.Ga., 37 F. 488, 2 L.R.A. 229; Heining v. Davis, 96 Ohio St. 205, 117 N.E. 229, 231.][Black's Law Dictionary, 4th Ed., 425, 426]

66. The following persons are magistrates: ...The judges of the superior courts.... [California Penal Code, Sec. 808.] ...our justices, sheriffs, mayors, and other ministers, which under us have the laws of our land to guide, shall allow the said charters pleaded before them in judgement in all their points, that is to wit, the Great Charter as the common law.... [Confirmatio Cartarum, November 5, 1297, *Sources of Our Liberties* Edited by Richard L. Perry, American Bar Foundation]

67. Henceforth the writ which is called Praeceptum shall not be served on any one for any holding so as to cause a free man to lose his court. [Magna Carta, Article 34].

68. If any claim, statement, fact, or portion in this action is held inapplicable or

not valid, such decision does not affect the validity of any other portion of this action.

69. The singular includes the plural and the plural the singular.

70. The present tense includes the past and future tenses; and the future, the present.

71. The masculine gender includes the feminine and neuter.

72. We the People of the United States, in Order to form a more perfect Union, establish Justice, insure domestic Tranquility, provide for the common defence, promote the general Welfare, and secure the Blessings of Liberty to ourselves and our Posterity, do ordain and establish this Constitution for the United States of America.

73. We the people of this state do not yield their sovereignty to the agencies that serve them.

74. Through the courts, Plaintiff encourages the government to obey the law.

75. Edward Thomas Kennedy, Plaintiff, is one of the people and in the court of record, wishes and demands individual defendants, and/or their counsel, to reply and testify, affirm, and/or declare under penalty of perjury to his complaint.

Exhibit **2**

Department of Justice
U.S. Marshals ServicePROCESS RECEIPT AND RETURN
See "Instructions for Service of Process by U.S. Marshal"PLAINTIFF
EDWARD T. KENNEDYCOURT CASE NUMBER
5:18-CV-00214-JLSDEFENDANT
EQUIFAX, INC., ET AL.,TYPE OF PROCESS
Service of ProcessSERVE
AT

NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC. TO SERVE OR DESCRIPTION OF PROPERTY TO SEIZE OR CONDEMN

BARBARA LOPEZ, **AMERICAN BANKERS INSURANCE COMPANY OF AMERICA

ADDRESS (Street or RFD, Apartments No., City, State and ZIP Code)

111222 QUAIL ROOST DRIVE, MIAMI, FL 33157

SEND NOTICE OF SERVICE COPY TO REQUESTER AT NAME AND ADDRESS BELOW

Number of process to be
served with this Form 285 3 *EDWARD T. KENNEDY
401 TILLAGE ROAD
BREINIGSVILLE, PA 18031Number of parties to be
served in this case 8Check for service
on U.S.A.SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE (Include Business and Alternate Addresses,
All Telephone Numbers, and Estimated Times Available for Service):

Fold

Fold

* Summons, Complaint, and Plaintiff's First Amended Complaint
** IN HER OFFICIAL AND INDIVIDUAL CAPACITIES.
Lopez is adjuster for the Defendant,
AMERICAN BANKERS INSURANCE COMPANY OF AMERICA

Signature of Attorney other Originator requesting service on behalf of:

☒ PLAINTIFF
☐ DEFENDANT

TELEPHONE NUMBER

415 275 1244

DATE

June 5, 2018

SPACE BELOW FOR USE OF U.S. MARSHAL ONLY-- DO NOT WRITE BELOW THIS LINE

I acknowledge receipt for the total
number of process indicated.
(Sign only for USM 285 if more
than one USM 285 is submitted)

Total Process

District of

Origin

No. 66

District to

Serve

No. 004

Signature of Authorized USMS Deputy or Clerk

Date

I hereby certify and return that I ☒ have personally served, ☐ have legal evidence of service, ☐ have executed as shown in "Remarks", the process described
on the individual, company, corporation, etc., at the address shown above on the on the individual, company, corporation, etc. shown at the address inserted below.☒ I hereby certify and return that I am unable to locate the individual, company, corporation, etc. named above (See remarks below)

Name and title of individual served (if not shown above)

☐ A person of suitable age and discretion
then residing in defendant's usual place
of abode

Address (complete only different than shown above)

Date 7-11-18 Time 1:30 ☐ am
☒ pm

Signature of U.S. Marshal or Deputy

Service Fee

Total Mileage Charges
including endeavors

Forwarding Fee

8.00

Total Charges

Advance Deposits

Amount owed to U.S. Marshal* or
(Amount of Refund*)REMARKS: 7-11-18 - legal dept. had no info on a Barbara Lopez
did not know who she was

PRINTED COPIES

1. CLERK OF THE COURT
2. USMS RECORD
3. NOTICE OF SERVICE
4. BILLING STATEMENT*: To be returned to the U.S. Marshal with payment,

PRIOR EDITIONS MAY BE USED

Form USM-28
Rev. 12/15/8

Exhibit **3**

**JIMMY PATRONIS**
FLORIDA'S CHIEF FINANCIAL OFFICER[Licensee
Search](#)[Licensee
Address
Download](#)[Licensee
Appointment
Download](#)[Terminated
Appointment
Download](#)[Navigator
Download](#)

Licensee Details

8/13/2018

Demographic Information

Name of Licensee: LOPEZ, BARBARA**License #:** E099909**Business Location:** MIAMI,FLORIDA

Types and Classes of Valid Licenses

Type	Original Issue Date	Qualifying Appointment
ADJUSTER - ALL LINES(0620)	2/5/2004	YES

Types and Classes of Active Appointments

ADJUSTER - ALL LINES(0620)

Company Name	Original Issue Date	Exp Date	Type	County
ASSURANT INC GRP	11/15/2013	1/31/2020	STATE	Dade

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U.S.M.S.
X-RAY

Williams Jr.

844 N.

U.S. District

Office of the

John A.

18031

Edmund Kennedy
401 T. Williams Rd.
Brevardville, PA

19801-3570

U.S.M.S.
X-RAY

~~19801-3570~~

DE

Williams for

Unit 18

844 N. Kings Street
Walt

U.S. District Court

Office of the Clerk

John A. Ciano, Clerk

